

SECTION VI

CONTRACTING PROVISIONS

6.1. There will be no jointly managed contract placed to accomplish the work specified in Section III (Scope of Work) of this MOU.

6.2. If any Participant determines that contracting is necessary to fulfill that Participant's responsibilities under Section III (Scope of Work) of this MOU, that Participant will contract in accordance with its respective national laws, regulations and procedures and subject to the third party disclosure restrictions set out in Section XIII (Sales and Transfers to Third Parties). Each Participant will be solely responsible for its own contracting, and the other Participants will not be subject to any liability arising from such contracts.

6.3. Each Participant's contracting authority will insert into its contracts suitable terms and conditions to satisfy the requirements of this MOU.

SECTION VII

WORK SHARING

7.1. Each Participant will separately develop his own computer software needed to comply with the interface defined in the interface specification.

7.2. Work in support of the ASCA Program identified in Section III (Scope of Work), except paragraph 3.1.3., is to be shared on an equitable basis as mutually determined among the Participants.

SECTION VIII

EQUIPMENT

8.1. No Equipment will be jointly acquired under the provisions of this MOU.

8.2. Each Participant may provide Equipment identified as being necessary for executing the tasks undertaken in accordance with this MOU to another Participant. Equipment will remain the property of the providing Participant. Participants involved in the loan of Equipment will comply with their applicable regulations and accountability procedures.

8.3. The receiving Participant(s) will maintain any such Equipment in good order, repair, and operable condition and return the items in as good condition as received, normal wear and tear excepted. In the event that Equipment is damaged whilst in the possession of the receiving Participant(s), the receiving Participant(s) will pay to the providing Participant a sum equivalent to that required to return the Equipment to the condition in which it was supplied, normal wear and tear excepted. If Equipment is destroyed or damaged beyond economic repair whilst in the possession of the receiving Participant(s), the receiving Participant(s) will certify such destruction or damage to the providing Participant and pay to the providing Participant a sum equivalent to the value of the destroyed or damaged Equipment, normal wear and tear excepted. In no instance will this sum exceed the replacement cost of the item.

8.4. All Equipment that is transferred will be used by the receiving Participant(s) only for the purposes of carrying out this MOU.

8.5. Equipment transferred to one or more Participants under this MOU will be returned to the providing Participant prior to the termination or expiration of this MOU.

SECTION IX

DISCLOSURE AND USE OF PROGRAM INFORMATION

9.1. General

- 9.1.1. All Participants recognize that successful collaboration depends on full, prompt, and balanced exchange of information necessary to carry out the work detailed in Section III (Scope of Work) of this MOU. The Participants intend to provide to each other sufficient information, together with the necessary right of use, to achieve the objective of the ASCA Program.
- 9.1.2. The provisions of the NATO Agreement on the Communication of Technical Information for Defense Purposes, signed in Brussels on 19 October 1970, and the Implementing Procedures for the NATO Agreement on the Communication of Technical Information for Defense Purposes, approved by the North Atlantic Council on 1 January 1971, will apply to proprietary information disclosed pursuant to this MOU.

9.2. Program Background Information

- 9.2.1. Provision: To the extent that it is entitled to do so without incurring liability to holders of proprietary rights, each Participant, upon request, will provide to the other participants, without charge, all Program Background Information which is necessary for, or useful to, the Program. However, the Participant in possession of the Program Background Information will have the right:
 - (a) To determine whether it is necessary for, or useful to, the Program; and
 - (b) To withhold any Program Background Information where the provision of the Program Background Information to any of the other Participants would be contrary to the providing

Participant's national disclosure laws, rules and regulations.

- 9.2.2. Use: Subject to any rights of holders of proprietary rights, each Participant will have the right to use, or have used by its contractors, subject to the restrictions of Section XIII (Sales and Transfers to Third Parties), without charge, Program Background Information provided under paragraph 9.2.1. above for Program Purposes.

9.3. Program Foreground Information

- 9.3.1. Provision: Each Participant will provide, on demand to the other Participants, without charge, all results of all Program Foreground Information with the exception of the results of the tasks described in paragraph 3.1.3.
- 9.3.2. Use: Each Participant will have the right to use, or have used by its contractors, subject to the restrictions of Section XIII (Sales and Transfers to Third Parties), without charge, Program Foreground Information received under paragraph 9.3.1. above for Defense Purposes.

9.4. Patents

It is not anticipated that work undertaken under paragraphs 3.1.1., 3.1.2., 3.1.4., 3.1.5., and 3.1.6. of this MOU will result in an invention. Should a patentable invention be jointly generated by the Participants under this MOU, the Participants will establish mutually acceptable arrangements to share the benefits and costs.

9.5. Use of Information for Standardization and Interoperability Purposes

The Participants recognize that the interface specification may be used free of charge by NATO and NATO members to become the basis for replacement of, or revision to, NATO Standardization Agreement (STANAG) 5620, Standards for the Interoperability of Fire Support ADP Systems.

9.6. Loan of Equipment

If a Participant loans any materials, supplies or equipment to another Participant under Section VIII (Equipment), the receiving Participant will accept the equipment and will not use any information which it discovers as a result of having the equipment in its possession for any purpose other than for which the loan is made.

SECTION X

CONTROLLED UNCLASSIFIED INFORMATION

10.1. Except as otherwise provided in this MOU or authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MOU will be controlled as follows:

- 10.1.1. Such information will be used only for the purposes authorized for use of Program Information as specified in Section IX (Disclosure and Use of Program Information).
- 10.1.2. Access to such information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1. and will be subject to the provisions of Section XIII (Sales and Transfers to Third Parties).
- 10.1.3. Each Participant will take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2. unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.

10.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked. The Participants will decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information. The appropriate markings will be defined in the Program Security Instruction.

10.3. Controlled Unclassified Information provided or generated pursuant to this MOU will be handled in a manner that ensures control as provided for in paragraph 10.1.

10.4. Prior to authorizing the release of Controlled Unclassified Information to contractors, the Participants will ensure the contractors are legally bound to control such information in accordance with the provisions of this Section.

SECTION XI

VISITS TO ESTABLISHMENTS

11.1. Each Participant will permit visits to its government establishments, agencies and laboratories, and contractor industrial facilities by employees of the other Participants or by employees of the other Participants' contractors, provided that the visit is authorized by the respective Participants and the employees have any necessary and appropriate security clearances and a need-to-know.

11.2. All visiting personnel will be required to comply with security regulations of the host Participant. Any information disclosed or made available to visitors will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MOU.

11.3. Requests for visits by personnel of one Participant to a facility of another Participant will be coordinated through official channels, and will conform with the established visit procedures of the country of the host Participant. Requests for visits will bear the name of the Program.

11.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of the other Participants will be submitted through official channels in accordance with Recurring International Visit Procedures.

SECTION XII

SECURITY

12.1. All Classified Information and material provided or generated pursuant to this MOU will be used, stored, handled, transmitted, and safeguarded in accordance with the Participants' national security laws and regulations, to the extent that they provide a degree of protection no less stringent than that provided for NATO Classified Information and material as detailed in the document "Security Within the North Atlantic Treaty Organization," CM(55)15(Final), of 1 October 1990, and its subsequent amendments.

12.2. Classified Information and material will be furnished only through official government-to-government channels or through channels approved by the Designated Security Authorities (DSAs) of the Participants. Such information and material will bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information relates to this MOU.

12.3. Each Participant will take all lawful steps available to it to ensure that classified information provided or generated pursuant to this MOU is protected from further disclosure, except as permitted by paragraph 12.8. unless the other Participants consent to such disclosure. Accordingly, each Participant will ensure that:

12.3.1. The recipients will not release the Classified Information to any third party without the prior written consent of the originating Participant in accordance with the procedures detailed in Section XIII (Sales and Transfers to Third Parties).

12.3.2. The recipients will not use the Classified Information for other than the purposes provided for in this MOU.

12.3.3. The recipients will comply with any distribution and access restrictions on information that is provided under this MOU.

12.4. The Participants will investigate all cases in which it is known or where there are grounds for suspecting that Classified Information or material provided or generated pursuant to this MOU has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

12.5. The DSA of a Participant that awards a classified Contract to accomplish the work required under this MOU will assume responsibility for administering within its territory security measures for the protection of the Classified Information or material, in accordance with its laws and regulations. Prior to the release to any contractors, prospective contractors, or subcontractors of any Classified Information received under this MOU, the recipient Participants will:

- 12.5.1. Ensure that such contractors, prospective contractors, or subcontractors and their facilities have the capability to protect the classified information adequately.
- 12.5.2. Grant a security clearance to the facilities, if appropriate.
- 12.5.3. Grant a security clearance for all personnel whose duties require access to the classified information, if appropriate.
- 12.5.4. Ensure that all persons having access to the classified information are informed of their responsibilities to protect the information in accordance with national security laws and regulations, and the provisions of this MOU.
- 12.5.5. Carry out periodic security inspections of cleared facilities to ensure that the classified information is properly protected.
- 12.5.6. Ensure that access to the classified information is limited to those persons who have a need-to-know for purposes of the Program.

12.6. Contractors, prospective contractors, or subcontractors which are determined by DSAs to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a contract or subcontract requiring access to Classified Information provided or generated pursuant to this MOU only when enforceable measures are in effect to ensure that nationals or entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the other Participants will be consulted for approval prior to permitting such access.

12.7. For any facility wherein Classified Information or material is to be used, the responsible Participant or contractor will approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information or material pertaining to this MOU. These officials will be responsible for limiting access to Classified Information or material involved in this MOU to those persons who have been properly approved for access and have a need-to-know.

12.8. Each Participant will ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in the Program.

12.9. Information or material provided or generated pursuant to this MOU may be classified as high as SECRET. The existence of this MOU is unclassified and the contents are unclassified.

12.10. The IC will prepare a Program Security Instruction and a Classification Guide for the Program. The Program Security Instruction and the Classification Guide will describe the methods by which Program Information and material will be classified, marked, used, transmitted, and safeguarded. The Program Security Instruction and Classification Guide will be developed by the IC prior to the generation or transfer of classified information or material. They will be reviewed and forwarded to the appropriate DSAs, and will be applicable to all government and contractor personnel participating in the Program. The Classification Guide will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. The Program Security Instruction and the

Classification Guide will be approved by the appropriate DSAs prior to the generation or transfer of Classified Information or Controlled Unclassified Information.